

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

Z&L ENTERPRISES D/B/A TIERRA SANTA	§	
GOLF CLUB	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CIVIL ACTION NO. 7:17-cv-392
	§	
SCOTTSDALE INSURANCE COMPANY AND	§	
SCOTTSDALE INDEMNITY COMPANY	§	
<i>Defendants.</i>	§	

NOTICE OF REMOVAL

Defendants Scottsdale Insurance Company and Scottsdale Indemnity Company (collectively “Defendants”), through undersigned counsel and pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, files this Notice of Removal of the lawsuit captioned Cause No. 2017-57196; *Z&L Enterprises DBA Tierra Santa Golf Club v. Scottsdale Insurance Company and Scottsdale Indemnity Company* in the 275th Judicial District of Hidalgo County, Texas.

I. INTRODUCTION

1. This is a first-party insurance lawsuit involving a claim for alleged storm damage to Plaintiff’s business under a policy issued by Defendant Scottsdale Insurance Company. Plaintiff, dissatisfied with Scottsdale Insurance Company’s investigation and payment of Plaintiff’s claim, brought this lawsuit against both Defendants in the District Court for the 275th Judicial District, Hidalgo County, Texas on August 31, 2017.¹ Defendants appeared and answered on September 29, 2017.²

2. Plaintiff is wholly diverse from Scottsdale Insurance Company and Scottsdale

¹ See Exhibit A, Plaintiff’s Original Petition with citation.

² See Exhibit B, Defendants’ Original Answer.

Indemnity Company. Moreover, Plaintiff has specifically pleaded an amount in controversy in excess of the statutory minimum for federal diversity jurisdiction. Accordingly, Defendants file this Notice of Removal, duly removing the matter from Hidalgo County district court to this Court. Pursuant to Local Rule 81, a fully copy of the state court file has been requested and will be filed upon receipt.

II. ARGUMENT AND AUTHORITIES

3. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332 and the matter is removable to this Court pursuant to 28 U.S.C. § 1441(a) because there is complete diversity of citizenship between the properly joined parties and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

A. Diversity of Parties

4. Plaintiff's state court pleading alleges that Plaintiff is a resident of Hidalgo County, Texas, and owns the real property at issue in this suit which is located in Hidalgo County, Texas.³ Pursuant to 28 U.S.C. § 1332(c)(1), therefore, Plaintiff is a citizen of the State of Texas.

5. Scottsdale Insurance Company is organized under the laws of the state of Ohio and has its principal place of business in Arizona. Pursuant to 28 U.S.C. § 1332(c)(1), therefore, Scottsdale Insurance Company is a citizen of the States of Ohio and Arizona.

6. Scottsdale Indemnity Company is organized under the laws of the state of Ohio and has its principal place of business in Arizona. Pursuant to 28 U.S.C. § 1332(c)(1), therefore, Scottsdale Indemnity Company is a citizen of the States of Ohio and Arizona.

³ See Exhibit A, Plaintiff's Original Petition with citation, at ¶ 2 of the pleading. The caption of the Petition does not identify Plaintiff's business form.

7. Because Plaintiff is a citizen of the state of Texas and Defendants are citizens of the states of Ohio and Arizona, complete diversity exists between the parties to this lawsuit.

B. Amount in Controversy

8. Plaintiff affirmatively pleads an entitlement to monetary relief in excess of the federal jurisdictional minimum. Specifically, Plaintiff states that Plaintiff is entitled to relief in the range of \$200,000 to \$1,000,000.⁴

9. Defendants expressly deny that Plaintiff is entitled to any of the damages sought in Plaintiff's Original Petition. However, this allegation made either by or on behalf of Plaintiff establishes that the amount in controversy requirement for federal diversity jurisdiction is satisfied.

III. CONCLUSION

10. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332, and the matter is removable to this Court pursuant to 28 U.S.C. § 1441(a) because there is complete diversity of citizenship between the properly joined parties and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

11. Pursuant to 28 USC § 1446(a) and Local Rule 81, all a copy of all process, pleadings, and orders served upon Defendants in the State Court Action not otherwise specifically identified as separate exhibits have been requested and will be filed upon receipt.

12. Pursuant to 28 U.S.C. § 1446(d), promptly after filing this Notice of Removal, Defendants will give written notice of the removal to Plaintiff through its attorney of record, and to the clerk of the 275th Judicial District Court of Hidalgo County, Texas.

⁴ Exhibit A, Plaintiff's Original Petition, at p. 2.

13. Pursuant to 28 USC §§ 1446(b)(1) and 1446(c)(1) this Notice of Removal has been timely filed within 30 days of service on Defendants of Plaintiff's Original Petition and less than one year after the commencement of this action.

WHEREFORE, Defendants Scottsdale Insurance Company and Scottsdale Indemnity Company hereby provide notice that this action is duly removed.

Respectfully submitted,

/s/ Patrick M. Kemp

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served via certified mail return receipt requested this the 10th day of October, 2017.

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